Tegucigalpa, Honduras April 21, 2016

To: Prospective Bidders

Subject: Request for Quotations number SHO80016Q0027

Enclosed is a Request for Quotations (RFQ) for the rental of two vehicles for five months. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached documents, and submit it to the following address:

American Embassy Portón 3 Col. San Carlos Tegucigalpa, Honduras

Please submit your quotation in a sealed envelope marked "Enclosed Quote" to the above address. The deadline for receipt of quotations is on or before 10:00 am local time on May 02, 2016. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

- 1. Standard Form SF-18
- 2. Pricing Section
- 3. Instructions to Offerors

The U.S. Government intends to award a Contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Scott Krushinski Contracting Officer

Enclosure

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RF	ຊູ ເຣ	KIS NOT A SM	ALL BU	ISINESS SE	T-ASIDE		Page	1 of 13	
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a NAME				b. COMPANY	•		FINA	REET ADDRESS L AVE. LOS EHOUSE	_	ES, ATT	'N: LOCAL E	EMBASSY
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STREET ADDRESS				16 SIGNER				<u> </u>				
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STANDARD FORM 18 (REV. 6-95) Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

SECTION 1 - THE SCHEDULE CONTINUATION TO SF-18 PRICES, <u>BLOCK</u> 11 (c) – (f)

I. <u>SCOPE OF SERVICES</u>

The purpose of this firm fixed price contract is to provide rental of vehicles for the American Embassy in Tegucigalpa.

The contract will be for five months after award of the contract.

II. PRICES

VALUE ADDED TAX. Value Added Tax (VAT) is <u>not applicable to this contract</u> and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

Line item	Description of the item	Unit of Measure	Quantity	Unit Price
1	Rental of one SUV, seven passengers, dark tinted windows, diesel or premium gasoline, automatic transmission, 2016 or newer, ideally a low profile color (As a Reference Hyundai Santa Fe)	Month	Five months	Lps.
2	Rental of one SUV, five passengers, tinted windows, diesel or premium gasoline, automatic transmission, backup camera, electric side view mirrors that retract, 2016 or newer, (As a reference Hyundai Tucson)	Month	Five months	

GRAND TOTAL Lps. _____

Insurance (full coverage including third party liability of Lps. 350,000.00) of such vehicles that are necessary to accomplish all work required by this contract. The insurance deductible should be as follows:

Total loss: 20% of the value of the vehicle. Partial loss: 15% of the value of the vehicle.

Accidental collisions and rollovers -sum insured Fire, auto ignition -sum insured

The vehicle theft -sum insured

Strikes and popular riots -sum insured

Damage to third parties on their property -Lps. 350,000,00

Third party damage to persons -Lps. 350,00000

Glass breakage-covered

Special equipment -covered

Cyclone, hurricane, hail, earthquake-covered

Territorial extension - Honduras

Medical Expense coverage per occupant - L. 100,000.00 Accidental deathper occupant - L. 100,000.00 Occupying permanent disability - L. 100,000.00

III. ALLOWABLE VEHICLE SUBSTITUTIONS

If the specified number of sedans, vans and buses are not available, the following substitutions are allowable:

- vans substituted for sedans
- buses substituted for vans or sedans

Sedans shall not be used in place of vans or buses. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

CONTINUATION TO SF-18, SCHEDULE OF SUPPLIES/SERVICES, <u>BLOCK 11(b)</u> DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

GENERAL

The Contractor shall provide rental of vehicles for the US Embassy, Tegucigalpa. The Contractor shall provide all managerial, administrative, unlimited mileage, servicing, maintenance (oil and antifreeze change if necessary and similar items) and insurance (full coverage including third party liability of Lps. 350,000.00) of such vehicles that are necessary to accomplish all work required by this contract. The US will be providing the fuel used during the period of performance of this contract.

2. DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

MANAGEMENT

- 3.1. <u>Contracting Officer's Representative</u>. The Contracting Officer's Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent basis.
- 3.3 <u>Project Manager</u>. The Contractor shall designate a Project Manager who shall be the Contractor's point of contact. The Project Manager shall be responsible for managing the Contractor's work under this contract, including delegating requests to drivers (if drivers are required by this contract) along with any instruction required, and ensuring a smooth and effective operation. The Contractor's Project Manager and telephone number are:

Project Manager: [Insert name at time of award]

Telephone Number: [Insert telephone number at time of award]

4. <u>VEHICLES</u>

4.1. Types of Vehicles

The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

<u>Vehicle Type</u> <u>Size and Description</u>

Sedan tinted windows, diesel or premium gasoline, standard or automatic

transmission, different brands and color, except white

Pick up

tinted windows, diesel or premium gasoline, standard or automatic transmission, different brands and color, except white

SUV

five passengers, tinted windows, diesel or premium gasoline, standard or automatic transmission, different brands and colors, except white

- 4.2 <u>Replacement/Servicing.</u> The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver or by the COR.
- COMMUNICATION EQUIPMENT. Reserved.
- 6. DISPATCH POINTS. Reserved.
- PERSONNEL. Reserved.
- PAYMENT

Payment will be paid by the U.S. Embassy in Tegucigalpa.

TASK ORDERS, Reserved.

10. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	All required services are performed and no more than one (1)] customer complaint is received per month.

- 10.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

10.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

- (b) The COR will complete appropriate documentation to record the complaint.
- c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

Section 2 RFQ SHO80016Q0024

CLAUSES FOR PURCHASE ORDERS AND BLANKET PURCHASE AGREEMENTS AWARDED BY OVERSEAS CONTRACTING ACTIVITIES (Current thru FAC 2005-75-83)

COMMERCIAL ITEMS

FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far DOSAR clauses may be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (if contractor requires physical access to a federally-controlled facility or access to a Federal information system)	JAN 2011
52.212-4	Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time- and-materials or labor-hour)	MAY 2015
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (applies to services at danger pay posts only)	MAR 2008
52.227-19	Commercial Computer Software License (if order is for software)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (if order is for services and contractor employees are covered by Defense Base Act insurance)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance)	APR 1984

The following clause is provided in full text:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
 - (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)). (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note). (5) [Reserved]. (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313). __(10) [Reserved]. __(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a). (ii) Alternate I (Nov 2011) of 52.219-3. (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (ii) Alternate I (JAN 2011) of 52.219-4. (13) [Reserved] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644). (ii) Alternate I (Nov 2011). (iii) Alternate II (Nov 2011). __ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). __ (ii) Alternate I (Oct 1995) of <u>52.219-7</u>. (iii) Alternate II (Mar 2004) of 52.219-7. (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)). (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)). (ii) Alternate I (Oct 2001) of 52.219-9. (iii) Alternate II (Oct 2001) of 52.219-9. (iv) Alternate III (Oct 2014) of 52.219-9. (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)). (19) <u>52.219-14</u>, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)). (21) <u>52.219-27</u>, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f). (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)). __ (25) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755). (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015). (28) <u>52.222-26</u>, Equal Opportunity (Apr 2015) (E.O. 11246). (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

- __ (32) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - _X_ (33)(i) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O. 13627). __ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O. 13627).
- (34) <u>52.222-54</u>, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in <u>22.1803</u>.)
- __(35)(i) <u>52.223-9</u>, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (<u>42 U.S.C. 6962(c)(3)(A)(ii)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __(ii) Alternate I (May 2008) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of <u>52.223-13</u>.
 - _ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>.
 - (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (39)(i) <u>52.223-16</u>, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
 - _ (ii) Alternate I (Jun 2014) of <u>52.223-16</u>.
- $_{\rm X_{-}}$ (40) $_{\rm 52.223-18}$, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - __(41) <u>52.225-1</u>, Buy American-Supplies (May 2014) (<u>41 U.S.C. chapter 83</u>).
- ___(42)(i) <u>52.225-3</u>, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (<u>41 U.S.C. chapter 83, 19 U.S.C. 3301</u> note, <u>19 U.S.C. 2112</u> note, <u>19 U.S.C. 3805</u> note, <u>19 U.S.C. 4001</u> note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 - __ (ii) Alternate I (May 2014) of <u>52.225-3</u>.
 - __(iii) Alternate II (May 2014) of 52.225-3.
 - (iv) Alternate III (May 2014) of 52.225-3.
 - (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___(44) <u>52.225-13</u>, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___(45) <u>52.225-26</u>, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___(47) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (<u>42 U.S.C.</u> 5150).
- _X_ (48) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- (49) <u>52.232-30</u>, Installment Payments for Commercial Items (Oct 1995) (<u>41 U.S.C. 4505</u>, <u>10 U.S.C. 2307(f)</u>).
- __(50) <u>52.232-33</u>, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (<u>31</u> U.S.C. 3332).
- _X_ (51) <u>52.232-34</u>, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
 - __(52) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
 - (53) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (54)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>).
 - __ (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- __(3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C.</u> chapter 67).
- __ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __(5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- __(6) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
- ___(7) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).
 - (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
 - (10) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) <u>52.219-8</u>, Utilization of Small Business Concerns (Oct 2014) (<u>15 U.S.C. 637(d)(2</u>) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
- (iii) <u>52.222-17</u>, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause <u>52.222-17</u>.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) <u>52.222-35</u>, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) <u>52.222-37</u>, Employment Reports on Veterans (Jul 2014) (<u>38 U.S.C. 4212</u>)
- (ix) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-40</u>.

- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67). (xi)
 - (A) <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627). (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (<u>41 U.S.C. chapter 67</u>).
 - (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
 - (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)
- (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C.
- 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds simplified acquisition threshold)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department)	SEP 2007
652.242-70	242-70 Contracting Officer's Representative (if a COR will be named for the order) Fill-in for paragraph b: "The COR is INL Program Assistant"	
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at http://www.state.gov/m/ds/rls/rpt/c21664.htm.

Section 3

FQ SHO80016Q0027 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following:

Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Complete the first page of the **Standard Form 18 (pg.1).** The name, address and telephone number of the offeror. Include the point of contact and prices for all the items described in every line item from SF-18 page 2. SF-18 is the form after the letter
- (2) Evidence that the offeror/quoter has all licenses and permits required by local including; Permiso de Operación , RTN (current)
- (3) A complete description of the items offered in sufficient detail to evaluate compliance with the requirements of the solicitation.
- (4) Acknowledgment of solicitation amendments.

52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

Section 4

RFQ SHO80016Q0027 EVALUATION FACTORS

- The Government intends to award a Purchase Order resulting from this RFQ to the lowest priced, technically acceptable offeror who is a responsible Contractor. Offeror must submit all the information stated in SUMMARY OF INSTRUCTIONS.
- The Government reserves the right to reject incomplete proposals, and proposals that are unreasonably low or high in price.
- Offers received after the date and the time established on the SF-18 will not be considered.